

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES INC. TO COMPLETE THE
ENVIRONMENTAL DOCUMENT TO AMEND THE MOFFETT PARK SPECIFIC PLAN
AND REZONE 1050 AND 1060 INNOVATION WAY**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services to Complete the Environmental Document to Amend the Moffett Park Specific Plan and Rezone 1050 & 1060 Innovation Way (Onizuka); and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

Payments shall be made to CONSULTANT on a monthly basis based on monthly billings for work outline in Exhibit "B", Fee Schedule. Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase of work. In no event shall the total compensation payable under this agreement exceed the

sum of XXX,XXX No/100 Dollars (\$XXX,XXX.XX), unless upon written modification of this Agreement.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, to the extent caused by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Manuel Pineda, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Alex Jewell shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Manuel Pineda, Director of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: TBD

Kimley-Horn and Associates, Inc.
100 West San Fernando Street, Suite 250
San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing signed by all parties.

18. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

19. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

KIMLEY-HORN AND ASSOCIATES INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

Former Onizuka Site
Specific Plan Amendment and Rezone

Environmental Scope of Services for
Initial Study/Mitigated Negative Declaration and
Environmental Impact Report

March 15, 2017

Kimley»»Horn





March 15, 2017

Ryan Kuchenig, Senior Planner
Community Development Department
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94086

RE: *Proposal for Environmental Services for the Former Onizuka Site Specific Plan Amendment and Rezone*

Dear Ryan:

Kimley-Horn is pleased to provide you with this proposal for environmental services on the former Onizuka Site Specific Plan Amendment and Rezone Project. The Kimley-Horn team is ready to begin work immediately on this project upon receipt of a Notice to Proceed from City staff.

This proposal has been prepared based on information provided by you during our email exchanges, as well as our meeting on March 8, 2017. Per your request, we have prepared a scope of services for both a Mitigated Negative Declaration and a Subsequent EIR. The City will determine which document is appropriate based on the results of the traffic study and the level of detail the analysis should evaluate future development allowed by right on the project site.

Based on our understanding, the City desires to change the underlying zoning at the former Onizuka site, located at 1050 and 1060 Innovation Way. The current MP-I (Moffett Park-Industrial) zoning allows a base zoning of 35% FAR with potential up to 50% through the Moffett Park Development Reserve and 60% FAR through green building incentives. A possible rezoning of the site to MP-TOD (Moffett Park-Transit Oriented Development) would increase the base FAR to 50% and allow up to 70% and 80% FAR through access to the development reserve and green building incentives. This change would require an amendment to the Moffett Park Specific Plan and rezone of the existing property. The project site consists of a combined 5.02 acres, of which 4.60 acres are developable.

Based on our recent experience within the City, we clearly understand that traffic and transportation will be a critical issue to be addressed, specifically the project's effect on traffic in the Moffett Park Specific Plan area.



Thank you for this opportunity to work with the City on another Moffett Park project. We are available to discuss any aspect of this proposal with you. Please do not hesitate to contact me at (916) 859-3625 or alex.jewell@kimley-horn.com should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Alex H. Jewell". The signature is written in a cursive style with a large, sweeping initial "A".

Alex H. Jewell, AICP, LEED AP
Senior Project Manager

Exhibit “A” Scope of Services

FORMER ONIZUKA SITE PROPOSAL FOR PROPOSAL FOR PREPARATION OF A MITIGATED NEGATIVE DECLARATION

Kimley-Horn and Associates, Inc. (Kimley-Horn) agrees to perform the following Scope of Services for City of Sunnyvale (City), to provide a Mitigated Negative Declaration and related supporting environmental documents for the former Onizuka Site Specific Plan Amendment and Rezone project located on approximately 5 acres at 1050 and 1060 Innovation Way in Sunnyvale, California.

Task 1 – Technical Studies

Task 1.1 – Air Quality

To assess project related air quality impacts related to increasing the intensity of use on the project site, Michael Baker International (MBI), as a subconsultant to Kimley-Horn will prepare a technical air quality analysis. The air quality analysis includes the following tasks:

Existing Conditions/Regulatory Framework. The project is located within the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station will be included to help highlight existing air quality local to the project area. The analysis will also describe and address the requirements set forth by the BAAQMD *CEQA Air Quality Guidelines*. The air quality analysis will be structured to address the following questions from Appendix G of the CEQA Guidelines:

- Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
- Expose sensitive receptors to substantial pollutant concentrations;
- Create objectionable odors affecting a substantial number of people;
- Conflict with or obstruct implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable Federal or State ambient air quality standard (including releasing emissions that exceed quantitative thresholds for O₃ precursors).

Construction-Related Emissions. MBI will quantify construction emissions with the California Emissions Estimator Model (CalEEMod). A general description of the major phases of construction and

their timing will be required. The air pollutant emissions during construction will be compared to the BAAQMD regional thresholds of significance. MBI will also qualitatively discuss naturally occurring asbestos impacts.

Long-Term Emissions. MBI will quantify operational (i.e., area and mobile source) emissions and provide a comparison to the BAAQMD regional thresholds of significance. The emissions will be quantitatively derived utilizing CalEEMod. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the latest BAAQMD Clean Air Plan will be evaluated.

Toxic Air Contaminants. Per the BAAQMD requirements, the analysis will address toxic air contaminants based on the following criteria:

- The proximity of the toxic air contaminants to sensitive receptors;
- The likelihood and potential level of exposure;
- The degree to which project design will reduce the risk of exposure.

To assess air quality impacts and greenhouse gas emissions, Kimley-Horn will complete an analysis of the air quality impacts of the San Francisco Air Basin as required by the BAAQMD. Baseline meteorological and air quality data developed through the CARB will be utilized for the description of existing ambient air quality. Air quality data from the Sunnyvale air quality monitoring station will be included to help highlight existing air quality local to the project area. The analysis will be prepared utilizing the 2011 BAAQMD thresholds.

Burrowing owls are known to inhabit portions of the Specific Plan area. As such, Kimley-Horn has teamed with the biological professionals at Dana Bland & Associates to conduct burrowing owl surveys.

Tasks 1.2 – Biological Resources

Burrowing Owl Surveys. Dana Bland & Associates will conduct surveys for burrowing owls at the project site. The surveys will be conducted on four separate days, at dawn or dusk during fair weather (i.e., low wind and no rain), according to the protocol recommended by the California Burrowing Owl Consortium (1993) and California Department of Fish and Wildlife (2012). The survey area will include all suitable burrowing owl habitat within 250 feet of the project site, as accessible on foot or with binoculars. It is estimated that each survey will span at three hours. Binoculars will be used to aid in identification of birds, and the site will be traversed on foot. The client will provide a suitable scale (e.g., 1"=100') map of the site to allow the biologist to map burrows and owl observations, if any. A written report will be prepared including information on date, time, weather conditions, mapped location of owl sightings if any, and notes on owl behavior. If owls are present, measures to avoid impacts to owls will be recommended. The report will be suitable to submit to

the California Department of Fish and Wildlife and the conclusions will be incorporated into the environmental document.

Vegetation Map. The existing vegetation within the project area will be mapped on an aerial photo and described in narrative form in an accompanying report. The map will be sufficient for purposes of both a stand-alone document (for submission to Department of Fish and Wildlife), as well as inclusion into the body of the environmental document.

Task 1.3 – Greenhouse Gas Emissions

As a subconsultant to Kimley-Horn, Michael Baker International (MBI) will prepare an air quality analysis for the project. This scope of work includes:

MBI review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). The analysis will address the project's consistency with the Town of Los Gatos' Sustainability Plan and the project's GHG emissions in relation to BAAQMD significance thresholds and/or screening thresholds. The climate change analysis will be structured to address the relevant questions from Appendix G of the CEQA Guidelines. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG emissions of the proposed project.

Task 1.4 – Traffic and Transportation

Kimley-Horn will prepare a transportation impact analysis for the proposed project. The transportation impact analysis will be based on the following development conditions:

- **Existing conditions** – Based on current traffic counts (2017) and existing roadway geometry and traffic control.
- **Existing plus project traffic conditions** – Based on current traffic counts, existing roadway geometry and traffic control, plus traffic generated by the project.
- **Existing plus Background traffic conditions** – Based on existing traffic volumes and traffic added by approved projects that the City has good reason to believe will be contributing traffic to the study area. The roadway network will include existing conditions plus programmed (i.e. funded) roadway projects to be in place by this analysis year. Background project conditions will be based on the spreadsheet development resource provided by City staff "*TIA Land Use Data 2-15-17 for Consultants*".

- **Existing plus Background plus Project traffic conditions** – Based on existing traffic volumes, traffic added by approved projects as referenced above, and traffic generated by the project. The scenario includes roadway projects programmed to be in place by this analysis year.
- **Cumulative (2030) conditions without the project** – Based on future year traffic projections. Growth rates by roadway classification will be provided by the City and used to generate cumulative turning movement counts. The scenario includes roadway projects anticipated to be in place at the same time of the forecast horizon.
- **Cumulative (2030) conditions plus project** – Based on future year traffic projections and traffic generated by the project.

Data Collection and Review

Several elements of information will be needed to complete the traffic analysis. Kimley-Horn will work with the City to receive the following:

- Project description and site plan showing building square footage, accesses, parking, hours of operation, etc.
- Inventory of existing street network and traffic signal operations.
- The most current signal timing sheets at the study intersections.
- List of programmed street improvements to be in place at the time the project is completed.
- List of approved development projects that will add traffic to the study area roadways by the Project's opening year, including traffic studies of approved developments. This information will be used to identify the opening day increases in background traffic that will exist in the "without project" scenario, i.e. regardless of the project.
- Existing turning movement counts where available.
- Growth rates by roadway classification for future volumes as developed by the City.

The study will analyze the research and development land use since that will likely generate more vehicle trips than the school. Assuming the project will include 160 KSF of research and development center, it is estimated (using the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 9th Edition* reference for the fitted curve equation) that the project will generate approximately 195 AM (7-9 AM) peak hour trips and 195 PM (4-6 PM) peak hour trips.

The VTA established thresholds for a study area dictate that an intersection should be included in the study area if the project will generate 10 new peak hour trips per lane for any movement. Based on that threshold with the trip generation of the site and the City's recommendations, the following 11 intersections in the study area are recommended (see figure as well):

1. Moffett Park Drive and NB US-101 on-ramp (Counts from June 2015)
2. Moffett Park Drive and Innovation Way (Counts from Dec 2016)
3. Innovation Way and 11th Avenue (Counts from Jan 2017)
4. Mathilda Avenue and Innovation Way (Counts from Nov 2015)
5. Mathilda Avenue and Moffett Park Drive (Counts from Nov 2015)
6. Mathilda Avenue and WB SR-37 Ramps (Counts from Nov 2015)
7. Mathilda Avenue and EB SR-37 Ramps (Counts from Nov 2015)
8. Mathilda Avenue and Ross Drive (Counts from Nov 2015)
9. Mathilda Avenue and Almanor Drive (Counts from Nov 2015)
10. Mathilda Avenue and Maude Avenue (Counts from Nov 2015)
11. Innovation Way and Project Driveway

The VTA established thresholds for a study area dictate that a freeway segment should be included in the study area if the project trips account for one percent or more of the freeway capacity. Since the project is expected to generate few peak hour trips (less than one percent of a three-lane freeway capacity = $3 \times 2,000 \text{ vphpl} \times 0.01 = 60$), no freeway segments will be included in the study.



If after the final trip generation, trip distribution, and trip assignment analyses are completed and additional study intersections or freeway segments are required for the study, then these will be completed as an additional service. Trip generation, trip distribution, and trip assignment shall be reviewed by the City prior to proceeding with the analysis.

For the purposes of our scope and fee, it is assumed that new traffic turning movement counts will not be required. There are turning movement counts at each one of the study intersections, except for the future project driveway. Therefore, Kimley-Horn will not be collecting new counts. If the City would like to collect new turning movement counts, then this can be completed as an additional service.

Level of service at signalized study intersections will be evaluated using Highway Capacity Manual 2000 methodology within Traffix software. Stop controlled intersections will be evaluated using Highway Capacity Manual 2000 unsignalized methodology from Traffix software as well.

The City's overall level of service criteria for intersections is LOS D. Any intersections that exceed the LOS criteria will be documented. Per VTA standards, level of service "E" will be used as the threshold for acceptable operation on all CMP facilities.

Kimley-Horn will confirm intersection configurations and roadways in the vicinity of the study intersections. Other factors such as nearby transit service and bicycle and pedestrian facilities will be confirmed, if present. This information will be used during the analysis of the different development conditions and in recommendations contained in the traffic report.

Kimley-Horn will coordinate with the City to confirm approved projects as identified above (i.e. location, size, type, etc.) within the general study area. This information will be used to determine increases in background traffic regardless of the project.

Existing Conditions Analysis (2017)

Kimley-Horn will conduct an analysis of existing (2017) AM and PM peak hour levels of service and vehicle queuing. This step in the analysis establishes the baseline of traffic operations at the study intersections. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the *California Manual on Uniform Traffic Control Devices* (MUTCD).

The existing conditions analysis will also include descriptions and maps of the existing transit, bicycle, and pedestrian network, as included in the *VTA Transportation Impact Analysis Guidelines*.

Project Trip Generation, Distribution, and Assignment

Kimley-Horn will prepare trip generation, distribution and assignment for the proposed project. Trip generation rates will be determined from student data provided by the project applicant and from the current edition of *Trip Generation* published by the Institute of Transportation Engineers. This analysis will be submitted to the City and the City will provide further direction on which trip generation rates to use for the remainder of the analysis.

Distribution and assignment to the roadway network will be based on existing traffic distribution information collected from traffic counts and locations of complimentary land uses.

Existing Plus Project Traffic Conditions Analysis (2017)

Existing plus project traffic volumes will be evaluated to determine AM and PM peak hour levels of service and vehicle queuing under this development condition. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the California MUTCD.

Existing Plus Background Traffic Conditions Analysis

Approved development traffic, as referenced above, will be added to the existing traffic volumes to determine background traffic volumes.

Traffic volumes will be evaluated to determine background AM and PM peak hour levels of service and vehicle queuing under this development condition. This step in the analysis makes it possible to identify what background traffic impacts are expected, regardless of the proposed project. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the California MUTCD.

Existing Plus Background Plus Project Traffic Conditions Analysis

Combined existing plus background plus project traffic volumes will be evaluated to determine AM and PM peak hour levels of service and vehicle queuing under this development condition. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the California MUTCD.

Cumulative (2030) Traffic Conditions Analysis

Growth rates by roadway classification will be provided by the City and used to generate cumulative turning movement counts. Based on the cumulative volumes, future AM and PM peak hour traffic conditions will be analyzed along with vehicle queuing. This step in the analysis makes it possible to identify what long-term cumulative traffic deficiencies are expected, regardless of the proposed project.

Cumulative (2030) Plus Project Traffic Conditions Analysis

Kimley-Horn will add project traffic to the cumulative without project volumes to determine the increase in traffic volumes within the study area based on the proposed project. An analysis of future AM and PM peak hour traffic conditions will be analyzed along with vehicle queuing with the project.

Transit, Pedestrian, and Bicycle Traffic Analysis

Kimley-Horn will evaluate the project in connection with nearby transit, bicycle, and pedestrian facilities. The transit analysis will consider the effects of the project on transit vehicle delay and an assessment of transit access and facilities near the project site. The transit delay will be determined

based on delay results from the intersection analysis. The bicycle and pedestrian analysis will qualitatively describe the effect of the project on bicycle and pedestrian conditions, plans and policies in the area. No quantitative Quality of Service analysis will be completed.

Mitigation Analysis and Recommendations

Kimley-Horn will identify locations and facilities that are significantly impacted by the proposed project and make recommendations for improvements to mitigate project impacts. Mitigation improvements could include, but are not limited to, street widening, lane additions, intersection configuration changes, safety improvements, new traffic signals, etc. These improvements, including turning lanes, channelization and traffic control devices will be considered, evaluated and recommended when determined necessary by accepted standards and practices. We will prepare cost estimates for feasible mitigation measures, but no concepts will be prepared. Mitigation measures will also be provided for any deficiencies identified in the on-site traffic circulation evaluation. If any mitigation measures result in geometric changes to roadways or intersections, the resulting effect of those changes on bicycle and pedestrian circulation and transit service will be identified.

Community College Alternative Analysis

Kimley-Horn will compare the trip generation between the community college land use and the research and development use. It is expected that the community college use will generate less traffic and therefore no new impacts will result. A qualitative comparison will be completed to determine the likely number of impacts that will remain with the community college use. No additional LOS and queuing analysis will be performed for this use. Additionally, no new mitigations will be determined for this use.

Administrative Draft TIA Report

Kimley-Horn will prepare an Administrative Draft TIA for preliminary review. The Admin Draft report will include text, charts, and figures describing the process, assumptions, and results. The report will specifically detail impacts from project traffic and recommended mitigation measures.

Deliverables: Four (4) copies of Admin Draft TIA and two (2) copies of the Admin Draft TIA Appendices

One (1) electronic copy of the Administrative Draft TIA

Draft TIA Report

Based on comments received on the Administrative Draft TIA from the City, the report will be revised and the Draft TIA will be submitted for use in the environmental review process and for VTA review.



Deliverables: Four (4) copies of Draft TIA and two (2) copies of the Draft TIA Appendices

One (1) electronic copy of the Draft TIA

Final TIA Report

Subsequent to completion of the environmental review process and VTA review of the Draft TIA, the report will be revised and the Final TIA will be submitted for use in the environmental review process and for VTA review. Kimley-Horn has budgeted up to 8 hours to respond to comments received on the Draft TIA and related CEQA documentation. Any additional hours in excess of 8 hours will be completed as an additional service.

Deliverables: Three (3) copies of Final TIA with the Appendix attached

One (1) electronic copy of the Final TIA

Meetings (6)

Kimley-Horn will participate in four (4) meetings with City staff to discuss the project throughout the duration of the project. In addition, Kimley-Horn will participate in one Planning Commission Meeting and one City Council Meeting. Other coordination is assumed to occur via telephone or email. If Kimley-Horn's attendance at other meetings or public hearings is requested, such attendance will be subject to a contract amendment, as discussed below.

Task 2 – Prepare Environmental Initial Study/Environmental Checklist

Kimley-Horn will complete the Initial Study in accordance with CEQA Guidelines Section 15063 and Initial Study Checklist (Appendix G) in the CEQA Guidelines and in accordance with City of Sunnyvale format/procedural requirements. We fully anticipate that the Scope of the Initial Study will be reviewed/vetted by and with City staff to ensure concurrence on approach, completeness, and to verify/validate current IS/Environmental Checklist format and procedures.

The Initial Study will form the basis for the Environmental Analysis discussion and will provide the necessary background for determining the potential for significant environmental effects associated with the proposed Project.

Each of the topics identified on the environmental assessment form contained in the State CEQA Guidelines will be evaluated to document the nature and extent of any potential environmental consequences and the need for mitigation. Many of the issue areas addressed in the Initial Study will not have the potential for significant effects (i.e., "No Impact" or "Less than Significant Impact") due to the type and size of the proposed Project. However, the document will address any potential impacts under all environmental issues. The specific purpose of the analysis in the Initial Study will be

to identify all potential significant adverse environmental impacts and incorporate mitigation measures to reduce or eliminate any adverse consequences.

Kimley-Horn will prepare a draft Initial Study document to include the following sections:

- ❖ **Introduction.** This section will introduce the Initial Study, describe the purpose of the Initial Study and determination for the preparation of the appropriate environmental document and will provide a brief summary of the findings of the Initial Study.
- ❖ **Environmental Setting.** The environmental setting will describe existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area.
- ❖ **Project Description.** The project description will provide a detailed, yet concise, description of the proposed Project. The purpose and need for the project will be clearly stated, along with the anticipated (community) benefits of the proposed Project. Any discretionary actions needed to implement the project will be identified.
- ❖ **Environmental Analysis.** This section will provide an expanded discussion of the environmental issues as presented in the Environmental Initial Study checklist. Each checklist question will be presented along with a response. A statement will be provided to clearly support the checklist response to each question. References used as the basis for the analysis will also be listed after each response.

The initial study and environmental checklist will include the following 18 environmental issue areas included in the CEQA Guidelines Environmental Checklist:

- I. Aesthetics
- II. Agricultural and Forest Resources
- III. Air Quality
- IV. Biological Resources
- V. Cultural Resources
- VI. Geology and Soils
- VII. Greenhouse Gas Emissions
- VIII. Hazards and Hazardous Materials
- IX. Hydrology and Water Quality
- X. Land Use and Planning
- XI. Mineral Resources
- XII. Noise
- XIII. Population and Housing
- XIV. Public Services
- XV. Recreation
- XVI. Transportation/Traffic

- XVII. Tribal Cultural Resources
- XVIII. Mandatory Findings of Significance

- ❖ **Mandatory Findings of Significance.** This section of the document will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions, as found in the Initial Study Checklist. Any mitigation measures developed to reduce adverse impacts will also be identified.
- ❖ **Appendix.** The Environmental Initial Study checklist will be included as an appendix to the document, along with any developer-provided Technical Studies.

Project Deliverables: Draft Initial Study and Appendices.

Task 3 – Prepare Mitigated Negative Declaration

Task 3.1 Preparation of Mitigated Negative Declaration

Should City staff conclude, after reviewing the Initial Study, that the project may have potential impacts on the environment, Kimley-Horn will make the necessary revisions to prepare the document as an Initial Study/Mitigated Negative Declaration.

Task 3.2 Mitigation Monitoring and Reporting Program (MMRP)

In compliance with AB 3180 (PRC 21081.6), which requires the monitoring of mitigation measures and reporting their implementation to ensure compliance as part of specific project approvals, Kimley-Horn will prepare the Mitigation Monitoring and Reporting Program for the project. Implementation of the mitigation measures and the required monitoring would be linked to specific stages of project development to ensure that all mitigation measures are implemented.

Task 4 – Public Review/Public Distribution

Kimley-Horn will prepare the Office and Planning and Research Notice of Completion, and Notice of Intent as part of this task. This task assumes that City staff will distribute the Notices and draft Initial Study/ND to City departments, responsible agencies and other interested parties to initiate the public review period and that City staff would be responsible for posting and/or noticing in the local newspaper.

Project Deliverables: Notice of Intent/Notice of Completion

IS/MND

MMRP

Task 5 – Response to Letters of Comment

Upon completion of the 30-day public review period, Kimley-Horn will prepare written responses to the letters of comment received. All comments received in response to the Initial Study/ND or MND will be discussed with the City and an approach to the responses will be agreed upon prior to preparation of the responses. Draft responses to comments will be submitted for review and comment. Once finalized, Kimley-Horn will provide copies of the responses to agencies and parties that provided written comments on the Initial Study/ND or MND. Kimley-Horn will then revise the Initial Study/ND or MND in accordance with City staff's directions and will prepare the final documents. The Final Initial Study/ND or MND will include necessary agreed upon revisions requested by staff or as a result of the Public Review process, Letters of Comment and Responses, and the Mitigation Monitoring and Reporting Program. Our scope assumes 40 hours of staff time for response to comments. Up to 15 copies of the Final Initial Study/ND or MND will be provided for distribution. The level of effort for this task is an estimate and the City will be billed the actual cost to complete the task. If the work effort is less than what is estimated in this scope of work, then the City will be billed less than what is estimated.

Task 6 – Project Meetings and Hearings

Kimley-Horn staff will attend project meetings as needed and as requested by City staff. This scope of work assumes that up to three meetings (one project meeting and two hearings) may be required. The City will only be billed for the meetings that we are requested to attend.

EXHIBIT “B” - COMPENSATION

The City agrees to compensate Kimley-Horn Consulting for such services as follows:

Kimley-Horn will perform the selected environmental services for a lump sum labor fee shown below (excepted for Responses to Comments and Project Meetings and Hearings; see below) for the tasks selected by the City. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at 1.10 times cost. Lump sum labor fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced when incurred.

Kimley-Horn will perform the Responses to Comments and Project Meetings and Hearings tasks on a labor fee plus expense basis, with an estimated budget as shown below. Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, reproduction, and other direct expenses will be billed at 1.10 times cost. Should the Client request Kimley-Horn to advance any project fees on the City’s behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the City.

Task	Budget
Task 1 Technical Study Preparation (Subtotal)	\$56,210
<i>Task 1.1 Air Quality Analysis</i>	\$8,700
<i>Task 1.2 Burrowing Owl Survey</i>	\$4,650
<i>Task 1.3 Greenhouse Gas Analysis</i>	\$6,000
<i>Task 1.4 Traffic Impact Analysis</i>	\$36,860
Task 2 Preparation of Initial Study	\$16,190
Task 3 Mitigated Negative Declaration	\$3,055
Task 4 Public Review/Public Distribution	\$2,680
Task 5 Response to Public Comment Letters	\$6,500
Task 6 Project Meetings and Hearings	\$6,450
Project Expenses	\$900
TOTAL FEE	\$91,985

**EXHIBIT "C"
EXCLUSIONS****Exclusions:**

Any other services, including but not limited to the following, are not part of this scope of work:

- Preparation of technical studies not specifically mentioned in this scope of services
- Architectural/civil design services
- Hazardous and remediation services
- Franchise utility studies and/or design
- Permitting (e.g., 404, 401, 1602 wetland permits) with Regulatory Agencies
- Payment of any agency fees

Exhibit “A” Scope of Services

FORMER ONIZUKA SITE PROPOSAL FOR A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT

Kimley-Horn and Associates, Inc. (Kimley-Horn) agrees to perform the following Scope of Services for City of Sunnyvale (City), to provide a Subsequent Environmental Impact Report (SEIR) and related technical studies for the former Onizuka Site Specific Plan Amendment and Rezone project located on approximately 5 acres at 1050 and 1060 Innovation Way in Sunnyvale, California.

Kimley-Horn has submitted this proposal to prepare a SEIR to assess potential impacts and identify mitigation measures for the proposed project. The Draft SEIR, Final SEIR, and associated work products will be prepared in accordance with the criteria, standards and provisions of the California Environmental Quality Act of 1970, Section 21000 et. sec. of the State CEQA Guidelines (California Administrative Code Section 15000), the City of Sunnyvale Environmental Guidelines, and the regulations requirements and procedures of other responsible Public Agencies with jurisdiction by law. Each of the issues is approached thoroughly in order to fully assess all potential impacts, establish thresholds, and identify mitigation measures.

1.0 PROJECT INITIATION

1.1 RESEARCH AND INVESTIGATION

Kimley-Horn will obtain and review available data for the project area as well as policy documentation from the City Sunnyvale, state and federal agencies, and other agencies which may be affected by the project. This information, along with environmental data and information available from the City and other nearby jurisdictions, will become part of the foundation of the SEIR and will be reviewed and incorporated into the analysis, as deemed appropriate.

1.2 AGENCY CONSULTATION AND SCOPING

As indicated in Section 15083 of the State CEQA Guidelines, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation (NOP) and Public Scoping session meeting will provide that opportunity, Kimley-Horn will conduct additional discussions with local, state, and federal agencies which will assist in the early stages of the analysis and issue delineation.

1.3 NOTICE OF PREPARATION (NOP)

Kimley-Horn will prepare a NOP for review and approval by the City. Once approved, Kimley-Horn will send the NOP to the appropriate state and federal agencies and distribute the document with a cover letter to cooperating, responsible, trustee, and other interested/relevant agencies as identified on a mailing list to be provided by the City. Kimley-Horn assumes that posting in the local newspaper and any radius mailing will be provided by the City. Comments received in response to the NOP will be evaluated during preparation of the SEIR.

Kimley-Horn will assist the City in consulting with California Native American tribes under Assembly Bill 52 (AB 52). Kimley-Horn will draft the required notification letters, coordinate tribal meetings, maintain the AB 52 administrative record, and provide technical support to the agency in determining whether Tribal Cultural Resources will be significantly impacted by the project. Kimley-Horn will document the consultation process and comments discussed, and advise the lead agency on how to come to a conclusion to the consultation, as specified by AB 52.

With regards to the AB 52 Consultation, this scope of work represents a “best efforts” approach. If the consultation requests from the tribes require more effort that will exceed the proposed budget, then a contract change order would be required to complete the scope and AB 52 consultation.

2.0 PREPARATION OF ADMINISTRATIVE DRAFT SEIR

2.1 INTRODUCTION AND PURPOSE

The Introduction section will cite the provisions of CEQA and the City of Sunnyvale CEQA implementation procedures for which the proposed project is subject to. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the SEIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.

2.2 EXECUTIVE SUMMARY

Kimley-Horn will provide an Executive Summary for the SEIR including a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

2.3 PROJECT DESCRIPTION

The Project Description section of the SEIR will detail the project location, background and history of the project, discretionary actions, characteristics, goals and objectives, phasing, agreements, and permits and approvals which are required for the project based on available information. This section will include a summary of the local environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section. An aerial photograph will be included within the Project Description.

2.4 CUMULATIVE PROJECTS TO BE CONSIDERED

In accordance with Section 15130(b)(1)(a) of CEQA, this section provides a detailed listing of cumulative projects and actions under consideration for the analysis. Cumulative Impacts, the likelihood of occurrence and level of severity will be studied. The purpose of this section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the proposed development. Kimley-Horn will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis.

2.5 ENVIRONMENTAL ANALYSIS

Kimley-Horn will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual [direct/indirect] and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses, Public Scoping Meeting; and any other relevant and valid informative sources) also will be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. The Environmental Analysis section of the SEIR will thoroughly discuss the existing conditions for each environmental issue area, and will identify short-term and long-term environmental impacts associated with the project, along with their levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation.

The environmental documentation will assist in identifying constraints, modifications, and improvements which may be incorporated into the land planning process. This section will include analysis for the following environmental issue areas:

Aesthetics/Light and Glare

Kimley-Horn will evaluate the necessary information with respect to the potential adverse effects upon project implementation based on City-provided information. This section will identify potential

short-term construction and long-term visual impacts associated with the project, potential light and glare, and the resultant levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation/minimizations.

Air Quality

This section of the SEIR will incorporate the results of the air quality analysis, prepared by Michael Baker International (MBI). As a subconsultant to Kimley-Horn, MBI will prepare an air quality analysis for the project. This scope of work includes:

To assess project related air quality impacts related to increasing the intensity of use on the project site, Michael Baker International (MBI), as a subconsultant to Kimley-Horn will prepare a technical air quality analysis. The air quality analysis includes the following tasks:

Existing Conditions/Regulatory Framework. The project is located within the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station will be included to help highlight existing air quality local to the project area. The analysis will also describe and address the requirements set forth by the BAAQMD *CEQA Air Quality Guidelines*. The air quality analysis will be structured to address the following questions from Appendix G of the CEQA Guidelines:

- Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
- Expose sensitive receptors to substantial pollutant concentrations;
- Create objectionable odors affecting a substantial number of people;
- Conflict with or obstruct implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable Federal or State ambient air quality standard (including releasing emissions that exceed quantitative thresholds for O₃ precursors).

Construction-Related Emissions. MBI will quantify construction emissions with the California Emissions Estimator Model (CalEEMod). A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the BAAQMD regional thresholds of significance. MBI will also qualitatively discuss naturally occurring asbestos impacts.

Long-Term Emissions. MBI will quantify operational (i.e., area and mobile source) emissions and provide a comparison to the BAAQMD regional thresholds of significance. The emissions will be quantitatively derived utilizing CalEEMod. Primary sources of emissions will be related to area sources

and local/regional vehicle miles traveled. Project consistency with the latest BAAQMD Clean Air Plan will be evaluated.

Toxic Air Contaminants. Per the BAAQMD requirements, the analysis will address toxic air contaminants based on the following criteria:

- The proximity of the toxic air contaminants to sensitive receptors;
- The likelihood and potential level of exposure;
- The degree to which project design will reduce the risk of exposure.

To assess air quality impacts and greenhouse gas emissions, Kimley-Horn will complete an analysis of the air quality impacts of the San Francisco Air Basin as required by the BAAQMD. Baseline meteorological and air quality data developed through the CARB will be utilized for the description of existing ambient air quality. Air quality data from the Sunnyvale air quality monitoring station will be included to help highlight existing air quality local to the project area. The analysis will be prepared utilizing the 2011 BAAQMD thresholds.

Biological Resources

This section of the SEIR will evaluate the biological conditions of the project site. The project site has been previously disturbed from development onsite and is surrounding by urban uses and developed areas. Burrowing owls are known to inhabit portions of the Specific Plan area. As such, Kimley-Horn has teamed with the biological professionals at Dana Bland & Associates to conduct burrowing owl surveys.

Burrowing Owl Surveys. Dana Bland & Associates will conduct surveys for burrowing owls at the project site. The surveys will be conducted on four separate days, at dawn or dusk during fair weather (i.e., low wind and no rain), according to the protocol recommended by the California Burrowing Owl Consortium (1993) and California Department of Fish and Wildlife (2012). The survey area will include all suitable burrowing owl habitat within 250 feet of the project site, as accessible on foot or with binoculars. It is estimated that each survey will span at three hours. Binoculars will be used to aid in identification of birds, and the site will be traversed on foot. The client will provide a suitable scale (e.g., 1"=100') map of the site to allow the biologist to map burrows and owl observations, if any. A written report will be prepared including information on date, time, weather conditions, mapped location of owl sightings if any, and notes on owl behavior. If owls are present, measures to avoid impacts to owls will be recommended. The report will be suitable to submit to the California Department of Fish and Wildlife and the conclusions will be incorporated into the SEIR.

Vegetation Map. The existing vegetation within the project area will be mapped on an aerial photo and described in narrative form in an accompanying report. The map will be sufficient for purposes

of both a stand-alone document (for submission to Department of Fish and Wildlife), as well as inclusion into the body of the environmental document.

These findings will be included in the biological resources section of the SEIR.

Cultural Resources and Tribal Cultural Resources

This section of the SEIR will incorporate any comments received during the AB 52 consultation process. As previously graded and developed site, the SEIR will focus on mitigation measures related to the discovery of unknown cultural resources or human remains that could be encountered during project construction (excavation) activities.

Geologic Hazards

Kimley-Horn will address potential impacts to geology, soils and seismicity based on information provided in the City's General Plan,

Greenhouse Gas Emissions

This section of the SEIR will incorporate the results of the Greenhouse Gas Analysis, prepared by Michael Baker International (MBI). This scope of work includes:

Greenhouse Gas Emissions. MBI will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). The analysis will address the project's consistency with the Town's Sustainability Plan and the project's GHG emissions in relation to BAAQMD significance thresholds and/or screening thresholds. The climate change analysis will be structured to address the relevant questions from Appendix G of the CEQA Guidelines. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG emissions of the proposed project.

Hazards and Hazardous Materials

This section will be prepared consistent with the significance criteria given in Appendix G of the CEQA Guidelines and applicable federal, state, and local standards. Mitigation measures will be provided, as appropriate, to reduce potential project impacts.

Hydrology and Water Quality

Water quality issues and mitigation will be incorporated into a Hydrology and Water Quality section that will address the potential impacts to water quality from the proposed development. This section will address areas of potential impacts to water quality and provide remediation measures (best

management practices) that would reduce the presence of contaminants in runoff water and groundwater infiltration from the project site both during construction and post development.

Noise

This section of the SEIR will incorporate the noise analysis previously prepared for the Initial Study/Environmental Checklist form prepared for the Mitigated Negative Declaration previously prepared for this project. Recommended mitigation measures will be incorporated as appropriate.

Public Services and Utilities

Kimley-Horn will contact potentially affected agencies to identify relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, the increased demand on services based on the proposed land uses.

Traffic and Circulation

The SEIR will evaluate project effects on traffic and circulation (both existing plus project, and long-term (horizon year) impacts, access, and other relevant areas of concerns consistent with the requirements of CEQA and the City.

Kimley-Horn will prepare a transportation impact analysis for the proposed project. The transportation impact analysis will be based on the following development conditions:

- **Existing conditions** – Based on current traffic counts (2017) and existing roadway geometry and traffic control.
- **Existing plus project traffic conditions** – Based on current traffic counts, existing roadway geometry and traffic control, plus traffic generated by the project.
- **Existing plus Background traffic conditions** – Based on existing traffic volumes and traffic added by approved projects that the City has good reason to believe will be contributing traffic to the study area. The roadway network will include existing conditions plus programmed (i.e. funded) roadway projects to be in place by this analysis year. Background project conditions will be based on the spreadsheet development resource provided by City staff “*TIA Land Use Data 2-15-17 for Consultants*”.
- **Existing plus Background plus Project traffic conditions** – Based on existing traffic volumes, traffic added by approved projects as referenced above, and traffic generated by the project. The scenario includes roadway projects programmed to be in place by this analysis year.

- **Cumulative (2030) conditions without the project** – Based on future year traffic projections. Growth rates by roadway classification will be provided by the City and used to generate cumulative turning movement counts. The scenario includes roadway projects anticipated to be in place at the same time of the forecast horizon.
- **Cumulative (2030) conditions plus project** – Based on future year traffic projections and traffic generated by the project.

Data Collection and Review

Several elements of information will be needed to complete the traffic analysis. Kimley-Horn will work with the City to receive the following:

- Project description and site plan showing building square footage, accesses, parking, hours of operation, etc.
- Inventory of existing street network and traffic signal operations.
- The most current signal timing sheets at the study intersections.
- List of programmed street improvements to be in place at the time the project is completed.
- List of approved development projects that will add traffic to the study area roadways by the Project's opening year, including traffic studies of approved developments. This information will be used to identify the opening day increases in background traffic that will exist in the "without project" scenario, i.e. regardless of the project.
- Existing turning movement counts where available.
- Growth rates by roadway classification for future volumes as developed by the City.

The study will analyze the research and development land use since that will likely generate more vehicle trips than the school. Assuming the project will include 160 KSF of research and development center, it is estimated (using the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 9th Edition* reference for the fitted curve equation) that the project will generate approximately 195 AM (7-9 AM) peak hour trips and 195 PM (4-6 PM) peak hour trips.

The VTA established thresholds for a study area dictate that an intersection should be included in the study area if the project will generate 10 new peak hour trips per lane for any movement. Based on that threshold with the trip generation of the site and the City's recommendations, the following 11 intersections in the study area are recommended (see figure as well):

12. Moffett Park Drive and NB US-101 on-ramp (Counts from June 2015)
13. Moffett Park Drive and Innovation Way (Counts from Dec 2016)
14. Innovation Way and 11th Avenue (Counts from Jan 2017)
15. Mathilda Avenue and Innovation Way (Counts from Nov 2015)
16. Mathilda Avenue and Moffett Park Drive (Counts from Nov 2015)
17. Mathilda Avenue and WB SR-37 Ramps (Counts from Nov 2015)
18. Mathilda Avenue and EB SR-37 Ramps (Counts from Nov 2015)
19. Mathilda Avenue and Ross Drive (Counts from Nov 2015)
20. Mathilda Avenue and Almanor Drive (Counts from Nov 2015)
21. Mathilda Avenue and Maude Avenue (Counts from Nov 2015)
22. Innovation Way and Project Driveway

The VTA established thresholds for a study area dictate that a freeway segment should be included in the study area if the project trips account for one percent or more of the freeway capacity. Since the project is expected to generate few peak hour trips (less than one percent of a three-lane freeway capacity = $3 \times 2,000 \text{ vphpl} \times 0.01 = 60$), no freeway segments will be included in the study.



If after the final trip generation, trip distribution, and trip assignment analyses are completed and additional study intersections or freeway segments are required for the study, then these will be completed as an additional service. Trip generation, trip distribution, and trip assignment shall be reviewed by the City prior to proceeding with the analysis.

For the purposes of our scope and fee, it is assumed that new traffic turning movement counts will not be required. There are turning movement counts at each one of the study intersections, except for the future project driveway. Therefore, Kimley-Horn will not be collecting new counts. If the City would like to collect new turning movement counts, then this can be completed as an additional service.

Level of service at signalized study intersections will be evaluated using Highway Capacity Manual 2000 methodology within Traffix software. Stop controlled intersections will be evaluated using Highway Capacity Manual 2000 unsignalized methodology from Traffix software as well.

The City's overall level of service criteria for intersections is LOS D. Any intersections that exceed the LOS criteria will be documented. Per VTA standards, level of service "E" will be used as the threshold for acceptable operation on all CMP facilities.

Kimley-Horn will confirm intersection configurations and roadways in the vicinity of the study intersections. Other factors such as nearby transit service and bicycle and pedestrian facilities will be confirmed, if present. This information will be used during the analysis of the different development conditions and in recommendations contained in the traffic report.

Kimley-Horn will coordinate with the City to confirm approved projects as identified above (i.e. location, size, type, etc.) within the general study area. This information will be used to determine increases in background traffic regardless of the project.

Existing Conditions Analysis (2017)

Kimley-Horn will conduct an analysis of existing (2017) AM and PM peak hour levels of service and vehicle queuing. This step in the analysis establishes the baseline of traffic operations at the study intersections. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the *California Manual on Uniform Traffic Control Devices* (MUTCD).

The existing conditions analysis will also include descriptions and maps of the existing transit, bicycle, and pedestrian network, as included in the *VTA Transportation Impact Analysis Guidelines*.

Project Trip Generation, Distribution, and Assignment

Kimley-Horn will prepare trip generation, distribution and assignment for the proposed project. Trip generation rates will be determined from student data provided by the project applicant and from the current edition of *Trip Generation* published by the Institute of Transportation Engineers. This analysis will be submitted to the City and the City will provide further direction on which trip generation rates to use for the remainder of the analysis.

Distribution and assignment to the roadway network will be based on existing traffic distribution information collected from traffic counts and locations of complimentary land uses.

Existing Plus Project Traffic Conditions Analysis (2017)

Existing plus project traffic volumes will be evaluated to determine AM and PM peak hour levels of service and vehicle queuing under this development condition. Peak hour traffic signal warrants at

unsignalized intersections will be checked using Warrant 3 of the California MUTCD.

Existing Plus Background Traffic Conditions Analysis

Approved development traffic, as referenced above, will be added to the existing traffic volumes to determine background traffic volumes.

Traffic volumes will be evaluated to determine background AM and PM peak hour levels of service and vehicle queuing under this development condition. This step in the analysis makes it possible to identify what background traffic impacts are expected, regardless of the proposed project. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the California MUTCD.

Existing Plus Background Plus Project Traffic Conditions Analysis

Combined existing plus background plus project traffic volumes will be evaluated to determine AM and PM peak hour levels of service and vehicle queuing under this development condition. Peak hour traffic signal warrants at unsignalized intersections will be checked using Warrant 3 of the California MUTCD.

Cumulative (2030) Traffic Conditions Analysis

Growth rates by roadway classification will be provided by the City and used to generate cumulative turning movement counts. Based on the cumulative volumes, future AM and PM peak hour traffic conditions will be analyzed along with vehicle queuing. This step in the analysis makes it possible to identify what long-term cumulative traffic deficiencies are expected, regardless of the proposed project.

Cumulative (2030) Plus Project Traffic Conditions Analysis

Kimley-Horn will add project traffic to the cumulative without project volumes to determine the increase in traffic volumes within the study area based on the proposed project. An analysis of future AM and PM peak hour traffic conditions will be analyzed along with vehicle queuing with the project.

Transit, Pedestrian, and Bicycle Traffic Analysis

Kimley-Horn will evaluate the project in connection with nearby transit, bicycle, and pedestrian facilities. The transit analysis will consider the effects of the project on transit vehicle delay and an assessment of transit access and facilities near the project site. The transit delay will be determined based on delay results from the intersection analysis. The bicycle and pedestrian analysis will qualitatively describe the effect of the project on bicycle and pedestrian conditions, plans and policies in the area. No quantitative Quality of Service analysis will be completed.

Mitigation Analysis and Recommendations

Kimley-Horn will identify locations and facilities that are significantly impacted by the proposed project and make recommendations for improvements to mitigate project impacts. Mitigation improvements could include, but are not limited to, street widening, lane additions, intersection configuration changes, safety improvements, new traffic signals, etc. These improvements, including turning lanes, channelization and traffic control devices will be considered, evaluated and recommended when determined necessary by accepted standards and practices. We will prepare cost estimates for feasible mitigation measures, but no concepts will be prepared. Mitigation measures will also be provided for any deficiencies identified in the on-site traffic circulation evaluation. If any mitigation measures result in geometric changes to roadways or intersections, the resulting effect of those changes on bicycle and pedestrian circulation and transit service will be identified.

Community College Alternative Analysis

Kimley-Horn will compare the trip generation between the community college land use and the research and development use. It is expected that the community college use will generate less traffic and therefore no new impacts will result. A qualitative comparison will be completed to determine the likely number of impacts that will remain with the community college use. No additional LOS and queuing analysis will be performed for this use. Additionally, no new mitigations will be determined for this use.

Administrative Draft TIA Report

Kimley-Horn will prepare an Administrative Draft TIA for preliminary review. The Admin Draft report will include text, charts, and figures describing the process, assumptions, and results. The report will specifically detail impacts from project traffic and recommended mitigation measures.

Deliverables: Four (4) copies of Admin Draft TIA and two (2) copies of the Admin Draft TIA Appendices

One (1) electronic copy of the Administrative Draft TIA

Draft TIA Report

Based on comments received on the Administrative Draft TIA from the City, the report will be revised and the Draft TIA will be submitted for use in the environmental review process and for VTA review.

Deliverables: Four (4) copies of Draft TIA and two (2) copies of the Draft TIA Appendices

One (1) electronic copy of the Draft TIA

Final TIA Report

Subsequent to completion of the environmental review process and VTA review of the Draft TIA, the report will be revised and the Final TIA will be submitted for use in the environmental review process and for VTA review. Kimley-Horn has budgeted up to 8 hours to respond to comments received on the Draft TIA and related CEQA documentation. Any additional hours in excess of 8 hours will be completed as an additional service.

*Deliverables: Three (3) copies of Final TIA with the Appendix attached
One (1) electronic copy of the Final TIA*

Meetings (6)

Kimley-Horn will participate in four (4) meetings with City staff to discuss the project throughout the duration of the project. In addition, Kimley-Horn will participate in one Planning Commission Meeting and one City Council Meeting. Other coordination is assumed to occur via telephone or email. If Kimley-Horn's attendance at other meetings or public hearings is requested, such attendance will be subject to a contract amendment, as discussed below.

The findings of the traffic impact analysis including any recommended mitigation measures will be integrated into the SEIR analysis. The SEIR will evaluate project effects on traffic and circulation (both existing plus project, and long-term (horizon year) impacts, access, and other relevant areas of concerns consistent with the requirements of CEQA and the City, such as offsite traffic improvements.

2.6 GROWTH INDUCEMENT

Kimley-Horn will discuss potential growth-inducing impacts pursuant to the State CEQA Guidelines Section 15126.2. The analysis in this section will be based on data prepared by the Association of Bay Area Governments, Bay Area Plan, California Department of Finance, and U.S. Census data as applicable. The project's potential to induce more growth in the surrounding area will be discussed and mitigation for any potential impacts will be recommended.

2.7 CUMULATIVE IMPACTS

In accordance with the State CEQA Guidelines Section 15130, Kimley-Horn will discuss cumulative impacts for each environmental issue area identified above, focusing on cumulative impacts and levels of severity in the project area at a quantitative and qualitative level. The analysis will include potential future development within the vicinity of the project site. The analysis will focus upon cumulative impacts from recently approved and/or pending projects in proximity. Kimley-Horn will work closely with City Staff to identify applicable approved and/or pending projects that should be considered for analysis within the Project Area.

2.8 ALTERNATIVES TO THE PROPOSED ACTION

Pursuant to the State CEQA Guidelines Section 15126.6, Kimley-Horn will provide an analysis of up to three (3) alternatives for the proposed project. Kimley-Horn proposes to include an analysis of the “No Project/No Development” alternative, and an “Stand Alone Retail” alternative. Kimley-Horn will work with the City to identify another alternative as needed. Should additional alternatives be raised for consideration during the NOP process, Kimley-Horn will review these suggested Alternatives with the City and (as appropriate, with the Project Team) to determine whether or not they merit further consideration and analysis in the SEIR.

This section will also include alternatives that were considered and eliminated from further consideration that may include, but not be limited to, a “Relocating the Project to another Area” alternative. The City will be seeking a sufficient level of detail to allow decision makers to gain a greater understanding of all alternatives should a determination be rendered to support an alternative development scenario. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

2.9 ADDITIONAL SECTIONS

Kimley-Horn will provide additional sections in the SEIR to meet CEQA and City requirements including the following:

Effects Found Not To Be Significant. Kimley-Horn will provide a qualitative explanation of issues checked “no” in the City’s Initial Study in order to substantiate the conclusions of the Initial Study.

Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented. The section will be a list of unavoidable adverse impacts associated with the proposed project.

Significant Irreversible Environmental Changes Which Would Be Involved In the Proposed Action Should It Be Implemented. This section will discuss changes in the environment and uses on non-renewable resource which will occur as a result of the proposed project which can be considered irreversible or irretrievable will be evaluated and discussed within this section of the SEIR.

Energy Conservation. Based on the Greenhouse Gas Study, this section will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation. Additionally, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy.

Organizations and Persons Consulted/References. Any federal, state, or local agencies, other organizations and private individuals consulting in preparing the SEIR will be listed in this section. Kimley-Horn will provide a complete list of reference materials used in preparation of the SEIR.

2.10 GRAPHIC EXHIBITS

The SEIR will include a maximum of twenty (20) exhibits to enhance the written text and clarify the proposed project environmental impacts. Using computer design equipment, our in-house graphic design team will create professional quality, black and white or full color exhibits, dividers and covers for the SEIR and Appendices. All exhibits will be 8.5" x 11" in size, unless otherwise requested.

3.0 DRAFT ENVIRONMENTAL IMPACT REPORT

3.1 SCREENCHECK DRAFT AND DRAFT SEIR

Kimley-Horn will provide ten (10) copies of the Administrative Draft SEIR and technical studies. One (1) electronic copy will also be provided in WORD or PDF format (City to determine preference for format).

Kimley-Horn will respond to a single complete set of City comments on the Administrative Draft SEIR, complete necessary revisions, and prepare and publish the "Screencheck" Draft SEIR. Revisions will be prepared in conformance with the Scope of Work. All revisions will be provided in strikeout/underline. The Screencheck Draft document will also be provided electronically in Word. Kimley-Horn will provide 10 copies of the Screencheck Draft SEIR and technical studies.

Kimley-Horn will respond to a second complete set of City comments on the Screencheck Draft SEIR, complete necessary revisions, and prepare and publish the Draft SEIR for public circulation and review.

3.2 COMPLETION OF DRAFT SEIR

Kimley-Horn will prepare the Draft SEIR for the required 45-day public review period. Kimley-Horn will prepare and file 15 copies of the Draft SEIR (SEIR summary with SEIR and technical appendices on CD) and Notice of Completion (NOC) with the Office of Planning and Research (OPR) State Clearinghouse. Kimley-Horn will provide the City with proof of submitting documents to OPR. Kimley-Horn will also work with the City to develop a distribution listing for the Notice of Availability and Draft SEIR. This scope of work assumes that the City will be responsible for the distribution of the Draft SEIR and Notice of Availability.

Kimley-Horn will coordinate with City staff to determine the number of copies needed to distribute the Draft SEIR. This scope of work assumes Kimley-Horn will provide the City with twenty to thirty (20-

30) copies of the Draft SEIR (with appendices provided electronically on CD) and five (5) sets of the complete technical appendices in hard copy. Kimley-Horn will provide the City with electronic copies of all Draft documents in PDF format.

4.0 RESPONSE TO COMMENTS

4.1 PREPARE RESPONSE TO COMMENTS

Kimley-Horn will respond to all written and verbal comments received during the Draft SEIR public review period. Kimley-Horn will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and verbal comments received on the Draft SEIR (includes review of hearing transcripts, as required).

The Draft Responses to Comments will be prepared and submitted for review by City staff. Following review of the Draft Responses to Comments, Kimley-Horn will finalize this section for inclusion in the Administrative Final SEIR. Kimley-Horn recommends a one-day City/Kimley-Horn Team workshop to review Draft SEIR comment letters and develop (and/or strategize) on responses to comments, to expedite the schedule and facilitate City review.

4.2 DISTRIBUTION TO COMMENTING AGENCIES

Following review of the Draft Responses to Comments, Kimley-Horn will finalize this section for inclusion in the Administrative Final SEIR. Up to fifteen (15) copies of the responses to comments will be submitted to all commenting parties and the Planning Department in advance of the Planning Commission hearing.

5.0 FINAL SEIR

5.1 ADMINISTRATIVE AND FINAL SEIR

The Final SEIR will consist of the revised Draft SEIR text, as necessary, and the Responses to Comments section. The Draft SEIR will be revised in accordance with the responses to public comments on the SEIR. To facilitate City review, Kimley-Horn will format the Final SEIR with underlined text for any new or modified text, and “strike out” any text that has been deleted from the Draft SEIR. Kimley-Horn will incorporate the response to comments, mitigation monitoring and reporting program, and other relevant data, as determined necessary, into the Final SEIR.

Kimley-Horn will prepare the Final SEIR within two weeks of certification for the City. Kimley-Horn will print and mail the Final SEIR with appendices and exhibits to commenting agencies pursuant to CEQA Section 21092.5, cooperating agencies and interested parties. In addition, Kimley-Horn will prepare and file the Notice of Determination (NOD) within five days following project approval.

5.2 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

Kimley-Horn will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for City use in the project review process. Kimley-Horn will prepare the Findings in accordance with the provisions of Section 15091 and 15093 of the State CEQA Guidelines and in a form specified by the City. Kimley-Horn will submit the Draft Findings for City review and will respond to one consolidated set of City comments.

5.3 MITIGATION MONITORING AND REPORTING PROGRAM

Following SEIR certification, Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan (MMRP) as part of the Final SEIR to comply with the Public Resources Code Section 21081.6 (AB 32180). The MMRP will identify, discuss, and develop appropriate monitoring programs for any impacts that may be associated with the short-term construction and/or long-term operation and maintenance of the project.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed project. The Checklist indicates the mitigation measure number as outlined in the SEIR, the SEIR reference page (where the measure is documented), a list of Mitigation Measure/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks. Kimley-Horn will prepare a Draft Mitigation Monitoring and Reporting Program which will be submitted to the City for review at the Administrative Final SEIR milestone submittal. Kimley-Horn will respond to one (1) consolidated set of City comments on the Draft Mitigation Monitoring and Reporting Program.

6.0 PROJECT COORDINATION AND MEETINGS

6.1 PROJECT COORDINATION

Alex Jewell, Kimley-Horn Senior Project Manager, will be responsible for management and supervision of the SEIR project team as well as consultation with the City Staff to incorporate City policies into the SEIR. Alex Jewell will undertake consultation and coordination of the project and review the SEIR for compliance with CEQA requirements and guidelines and City CEQA procedures. Kimley-Horn will coordinate with state and local agencies regarding this environmental document. Alex Jewell will coordinate with all technical staff, consultants, support staff and word processing toward the timely completion of the SEIR.

6.2 MEETING ATTENDANCE

Alex Jewell will attend staff meetings and will represent the project team at public hearings and make presentations as necessary. Kimley-Horn anticipates several meetings with City staff, including a “kick-off meeting”, progress meetings, public meetings and hearings. Alex Jewell along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts and define mitigation. This scope of work assumes 60 hours for meeting attendance. Any additional amount of time beyond this initial budget will require approval from the client.

8.0 DOCUMENT REPRODUCTION

Electronic versions of the document will be provided for the City’s website.

Fifty (50) copies of the Notice of Preparation.

Ten (10) copies of the Administrative Draft Subsequent Environmental Impact Report, Exhibits and Technical Appendices.

Ten (10) copies of the Screencheck Draft Subsequent Environmental Impact Report, Exhibits and Technical Appendices

Fifteen (15) copies of Executive Summary attached to fifteen (15) Draft SEIR CDs and fifteen (15) copies of the printed NOC form

Twenty (20) to Thirty (30) printed copies of the Draft SEIR, to be decided in coordination with City Staff, with technical appendices provided on CD. Two (2) hard copies of the Draft SEIR and Technical Appendices in its entirety.

One (1) camera-ready original of the Draft SEIR, Exhibits, and Technical Appendices.

Ten (10) copies of the Responses to Comments.

One (1) camera-ready original of the Responses to Comments.

Notice of Determination Filing.

One (1) camera-ready Final Findings and Statement of Overriding Considerations.

One (1) camera-ready Final Mitigation Monitoring Program.

One (1) electronic copy of the Final Subsequent Environmental Impact Report.



REIMBURSABLE EXPENSES

Kimley-Horn has included a budget amount within this proposal to cover the direct costs for the project including, but not limited to, printing, plotting, reproduction, in-house reproduction, working drawings, progress prints, mileage, messenger service, and overnight deliveries.

EXHIBIT "B" COMPENSATION

The City agrees to compensate Kimley-Horn Consulting for such services as follows:

Kimley-Horn will perform the services in Tasks 1-6, for the total lump sum labor fee shown below.

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at 1.10 times cost. Lump sum labor fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred.

Task		Budget
1.0	Project Initiation	\$6,660
2.0	Preparation of Administrative Draft SEIR	\$44,110
	Technical Studies	
	<i>Air Quality Analysis</i>	\$8,700
	<i>Burrowing Owl Survey</i>	\$4,650
	<i>Greenhouse Gas Analysis</i>	\$6,000
	<i>Traffic Impact Analysis</i>	\$36,860
	<i>Technical Studies Subtotal</i>	\$56,210
3.0	Screencheck Draft and Draft SEIR	\$16,745
4.0	Response to Comments	\$9,360
5.0	Final SEIR	\$11,720
	SEIR Subtotal	\$144,805
6.0	Coordination + Meetings	\$11,700
7.0	Deliverables	\$6,500
	SEIR Total	\$163,005
	SEIR Contingency (5% - Optional)	\$8,150
	TOTAL FEE	\$171,151

**EXHIBIT “C”
EXCLUSIONS****Exclusions:**

Any other services, including but not limited to the following, are not part of this scope of work:

- Preparation of technical studies not specifically mentioned in this scope of services
- Architectural/civil design services
- Hazardous and remediation services
- Franchise utility studies and/or design
- Permitting (e.g., 404, 401, 1602 wetland permits) with Regulatory Agencies
- Payment of any agency fees



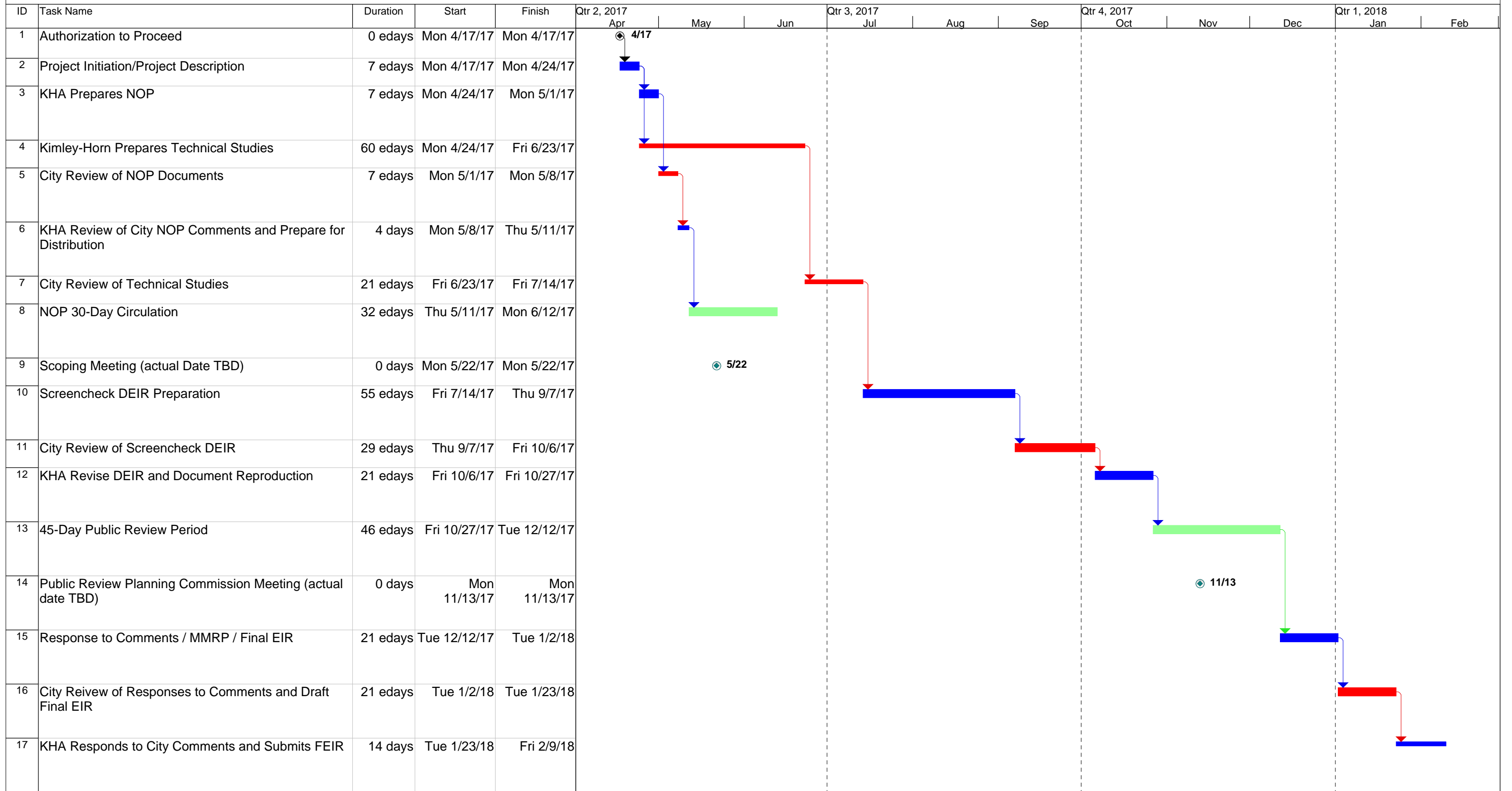
**Onizuka SPA and Rezone IS/MND
Proposed Project Schedule
March 15, 2017**

ID	Task Name	Duration	Start	Finish	April	May	June	July	August	September	October	Nov
					3/26	4/16	5/7	5/28	6/18	7/9	7/30	8/20
1	Kimley-Horn receives Notice to Proceed	0 edays	Mon 4/17/17	Mon 4/17/17	◆ 4/17							
2	Kimley-Horn prepares technical studies	60 edays	Mon 4/24/17	Fri 6/23/17		■						
3	Kimley Horn prepares initial study for MND	23 edays	Wed 6/7/17	Fri 6/30/17			■					
4	City reviews initial study and technical studies	21 edays	Mon 7/3/17	Mon 7/24/17				■				
5	Kimley-Horn finalizes initial study/MND and technical studies	21 edays	Mon 7/24/17	Mon 8/14/17					■			
6	City prepares MND for Public Distribution	3 edays	Tue 8/15/17	Fri 8/18/17						■		
7	Public Review Period (30 days)	30 edays	Mon 8/21/17	Wed 9/20/17						■		
8	Kimley-Horn prepares responses to comments	12 edays	Thu 9/21/17	Tue 10/3/17							■	
9	City reviews responses to comment	7 edays	Wed 10/4/17	Wed 10/11/17								■
10	Kimley-Horn submits Final MND	7 edays	Thu 10/12/17	Thu 10/19/17								■

Date: Wed 3/15/17 City Task ■ KHA Task ■



ONIZUKA SPA AND REZONE
PROPOSED PROJECT SCHEDULE
March 15, 2017



Date: Wed 3/15/17

City Review █ Project Kick Off ● Public Review █ KHA Task █ Public Hearing/Scoping ●



EXHIBIT “B” - COMPENSATION

The City agrees to compensate Kimley-Horn Consulting for such services as follows:

Kimley-Horn will perform the selected environmental services for a lump sum labor fee shown below (excepted for Responses to Comments and Project Meetings and Hearings; see below) for the tasks selected by the City. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at 1.10 times cost. Lump sum labor fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced when incurred.

Kimley-Horn will perform the Responses to Comments and Project Meetings and Hearings tasks on a labor fee plus expense basis, with an estimated budget as shown below. Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, reproduction, and other direct expenses will be billed at 1.10 times cost. Should the Client request Kimley-Horn to advance any project fees on the City’s behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the City.

Task	Budget
Task 1 Technical Study Preparation (Subtotal)	\$56,210
<i>Task 1.1 Air Quality Analysis</i>	\$8,700
<i>Task 1.2 Burrowing Owl Survey</i>	\$4,650
<i>Task 1.3 Greenhouse Gas Analysis</i>	\$6,000
<i>Task 1.4 Traffic Impact Analysis</i>	\$36,860
Task 2 Preparation of Initial Study	\$16,190
Task 3 Mitigated Negative Declaration	\$3,055
Task 4 Public Review/Public Distribution	\$2,680
Task 5 Response to Public Comment Letters	\$6,500
Task 6 Project Meetings and Hearings	\$6,450
Project Expenses	\$900
TOTAL FEE	\$91,985

EXHIBIT "B" COMPENSATION

The City agrees to compensate Kimley-Horn Consulting for such services as follows:

Kimley-Horn will perform the services in Tasks 1-6, for the total lump sum labor fee shown below.

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at 1.10 times cost. Lump sum labor fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred.

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7.0	Deliverables	\$6,500
	SEIR Total	\$163,005
	SEIR Contingency (5% - Optional)	\$8,150
	TOTAL FEE	\$171,151

EXHIBIT C INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.